

EXHIBIT A



Corporate Affairs Commission

(Established under the Companies and Allied Matters Act I, 1990)

COM/REV/VOL.1/KAT/2018/375

24th October, 2018

Mr. Chuma Henry Maduekwe,
No. 127B, Eti-Osa Way,
Dolphin Estate,
Ikoyi,
Lagos.

08182574128

Dear Sir,

SUBJECT: RE: DEED/NOTICE OF APPOINTMENT OF MR. CHUMA HENRY MADUEKWE AS RECEIVER/MANAGER IN RESPECT OF ERIN PETROLEUM LIMITED RC : 860957.

I refer to the Deed of Appointment of Receiver/Manager dated 22nd of October, 2018 presented for filing on the 23rd of October, 2018 appointing you as the Receiver/Manager in respect of a Deed of All Assets Debenture dated 25th November, 2014 in favour of Zenith Bank Plc and registered with the Commission on the 12th of December, 2014.

I wish to inform you that the Deed of Appointment of the Receiver/Manager has been registered by the Commission.

You are advised to file abstracts in the prescribed form in line with S. 398 (1) CAMA, 2004.

Yours faithfully,



Ahmed Tauhid Kantigi

for: Registrar General

DEED OF APPOINTMENT OF RECEIVER/MANAGER

WE, ZENITH BANK PLC whose registered office is at Plot 84/87, Ajoye Adeogun Street, Victoria Island, Lagos State (hereinafter called "the Bank") being the registered holder of a Deed of all Asset Debenture dated November 25, 2014 registered at the Corporate Affairs Commission, Abuja (hereinafter called "the Deed of Debenture") made between ERIN PETROLEUM NIGERIA LIMITED PREVIOUSLY KNOWN AS CAMAC PETROLEUM LIMITED (hereinafter called "the Chargor") and ZENITH BANK PLC (hereinafter called "the Bank"); pursuant to the powers conferred on the Bank by the Deed of Debenture, the Orders (dated October 15 and 18, 2018) of the US Bankruptcy Court for the Southern District of Texas, and of every power enabling the Bank so to do HEREBY APPOINT MR CHUMA HENRY MADUEKWE, of 127B Eti Osa Way, Dolphin Estate, Ikoyi, Lagos State (hereinafter called "the Receiver/Manager") to be the Receiver/Manager of the Assets charged by the chargor in the Deed of Debenture upon the terms and with all the powers conferred by the Deed of Debenture or by law.

Subject to your acceptance of our offer of appointment, you will be required to carry out inter-alia the following duties:

- (a) To take immediate possession and management of the undertakings of the Chargor and the assets secured by the Deed of Debenture or any part thereof and for that purpose to take or defend proceedings in the name of the Company or otherwise.
- (b) To take over, either solely or in conjunction with other parties, the economic interest of ERIN Petroleum Nigeria Limited in OML 120 and 121 charged in favour of the Bank and to obtain all authorization, consent, approval, licence, permit or exemptions required to operate OML 120 and 121 and to operate howsoever, including power to sell, alienate, assign or otherwise, all or any such interest.
- (c) To sell the Crude Oil on board the FPSO Armada Perdana and distribute the proceeds (the "Proceeds") from any disposition to the Bank as an escrow agent.
- (d) To take dominion and control over, deal with or sell the assets abandoned by the Chapter 7 Trustee ("Abandoned Property") in the US Bankruptcy Court including the above and the following:
 - i) the Production Sharing Contract dated July 22, 2005 (as may have been amended, the "PSC");
 - ii) seismic data;
 - iii) all offshore equipment located in Nigeria that is not onboard on the FPSO Armada Perdana;
 - iv) all personal property on board the FPSO Armada Perdana; and
 - v) the Tangible Property located in warehouses in Nigeria.
- (e) To demand and recover all the income from the Assets thereby secured by action, distress or otherwise to the full extent of the estate or interest which the Company could dispose of and to give effective receipts accordingly for the same, to exercise any powers which may have been delegated to him by the Bank pursuant to these presents.
- (f) To make any arrangements or compromise which the Receiver/Manager shall think expedient.
- (g) To give valid receipts for all moneys and execute all conveyances, assignments, deeds, assurances and things which may be proper or desirable for realizing such Assets and things as may be considered to be conducive to any of the matters or the powers aforesaid and which the Receiver/Manager lawfully can do as Agent for the Company.
- (h) If need be, and with the prior written consent of the Bank, to sell (by public auction or private treaty) lease or let or concur in selling, leasing the Assets

charged by the Deed of Debenture and to carry out any such sale, leasing or letting into effect in the name of and on behalf of the Company or otherwise.

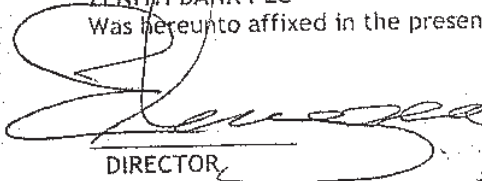
- (i) To use the name of the Company for all or any of the purposes aforesaid and in any legal proceedings.
- (j) To execute and deliver any deed or deeds or instruments and to convey, assign or otherwise assure the Assets of which he is appointed Receiver/Manager or any interest therein in the name of or on behalf of the Company and by deed in the name of and on behalf of the Company to grant, assign or dispose the legal interest in such Assets to any Purchaser or lessee thereof.
- (k) To exercise the power to open accounts including Escrow Accounts for the purpose of the Receivership.
- (l) To appoint or consult with any party in the course of the Receiver/Manager's duties with a view to effectively discharging the duties.
- (m) The Receiver/Manager's fees shall be as agreed with the Bank.
- (n) To do all such other acts and things as may be considered by the Bank to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do as agent of the Company.
- (o) This appointment is for an initial period of one year beginning from the date of execution hereof or until otherwise revoked in writing by the Bank whichever is later.
- (p) The Receiver will be required to submit to the Bank monthly Progress Reports of the Receivership.
- (q) This appointment shall take effect from the date on which the last party to execute this Deed duly executes it until terminated by the Bank.

We hereby agree to indemnify and hold you harmless in respect of all acts carried out by you in the execution of the above stated duties.

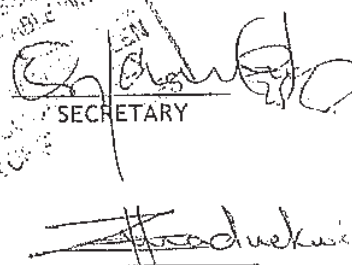
DATED THIS 22ND DAY OF OCTOBER 2018

THE COMMON SEAL OF
ZENITH BANK PLC

Was hereunto affixed in the presence of:


DIRECTOR

STAMP OF THE COMMON SEAL OF
ZENITH BANK PLC
AND THE RECEIVERSHIP
OF THE ASSETS OF THE COMPANY
IN CHARGEABLE WITH


SECRETARY

SIGNED AND SEALED

By the within named Receiver/Manager
MR CHUMA HENRY MADUEKWE

In the presence of:

Name: Adeola Didiyemi

Occupation: Investment Manager

Address: 5 Magaji Mnasu Crescent Katampe Ex. Abuja

Date: 22 Oct 2018